



JOAN SMITH  
Acting Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

August 15, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

## **REQUEST TO APPROVE FORM AMENDMENT TO FOSTER FAMILY AGENCY (FFA) AGREEMENT FOR FOSTER CARE (ALL SUPERVISORIAL DISTRICTS)(3 VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve Form Amendment Number Two (Amendment Number Two), in substantially similar form to Attachment I, to the Foster Family Agency Agreement for Foster Care (FFA Agreement) with the Foster Family Agencies listed on Attachment II (Amendments Number Three and Four for Eastfield Ming Quong, Inc. and Hathaway-Sycamores Child and Family Services respectively).
2. Delegate authority to the Acting Director of the Department of Children and Family Services (DCFS), or her designee, to execute Amendment Number Two with the Foster Family Agencies listed on Attachment II, effective September 1, 2006 through October 31, 2007 to extend the term of the FFA Agreement, add newly required Board provisions and introduce enhanced performance measures. The funding for the FFA Agreements is included in the DCFS Assistance Budget for FY 2006-07. The estimated placement cost for this fourteen-month extension is \$147.2 million and is financed using approximately 29% federal, 28% State, and 43% net County cost (NCC).
3. Instruct the Acting Director of DCFS, or her designee, to notify your Board and the Chief Administrative Office (CAO) in writing within ten (10) working days of executing the FFA Amendments.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The term of the original FFA Agreement is September 1, 2003 through August 31, 2004 with two one-year renewal options. The current FFA Agreement expires August 31, 2006. The recommended actions will extend the term of the FFA Agreement to align it with the termination date of the Group Home (GH) Foster Care Services Agreement, October 31, 2007. Amendment Number Two also includes newly required Board provisions, and will introduce enhanced performance measures. Alignment of the Agreements' termination dates will enable DCFS to conduct a combined solicitation process for new FFA and GH services. A combined solicitation is possible due to similarity of the services provided under each Agreement.

Provisions mandated by your Board since the execution of Amendment Number One to the FFA Agreement are included in this Amendment Number Two.

The introduction of enhanced performance measures is accomplished through the revision and replacement of Exhibit A, Statement of Work, in the FFA Agreement.

## **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #5, Children and Families Well-Being. They will improve the well being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well being; safety and survival; social and emotional well being; and educational/workforce readiness.

## **FISCAL IMPACT/FINANCING**

There is no additional cost associated with this Amendment. The funding is included in the DCFS FY 2006-07 Assistance Budget. The estimated placement cost for this fourteen-month extension is \$147.2 million and is financed using approximately 29% Federal, 28% State, and 43 % NCC.

## **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

DCFS currently contracts with 67 FFAs (Attachment II) for the provision of foster care services. The FFA Agreement was adopted by your Board on August 12, 2003.

DCFS has identified FFAs that have outstanding overpayment issues, which are identified on Attachment II with an asterisk. For these FFAs, DCFS will implement corrective actions consistent with the contract provisions, California state regulations, and the California Welfare and Institution Code. For any FFA that continues to be out of

compliance, further action by DCFS may include a recommendation to the Board for the termination of its Agreement.

FFAs train and certify foster parents who provide out-of-home care in a family home setting for the population of children who are supervised by DCFS.

The new Statement of Work for the FFA Agreement includes enhanced performance measures that emphasize DCFS' priorities for children relating to safety, permanency, and well being, including the placement of children with Resource Families. A Resource Family is a family that is dually trained as both a certified foster home and an adoptive home. In accordance with DCFS' goals, the Resource Family supports both family reunification and legal permanency. DCFS directed the FFAs to begin planning on the development of Resource Families with their current and new foster families, in anticipation of meeting the Department's goals.

Amendment Number Two was reviewed by FFA providers, as well as the Association of Community Human Service Agencies (ACHSA), and all comments received were taken into consideration.

Amendment Number Two was reviewed and approved by County Counsel as to form. County Counsel and the CAO have reviewed this Board letter.

Your Board and the CAO will be notified within 10 business days of the execution of the FFA Amendments.

### **CONTRACTING PROCESS**

There is no additional contracting process needed for this action. Approval to extend the current Agreement term for an additional fourteen months beyond the August 31, 2006 expiration date was received from the California Department of Social Services on March 21, 2006. Amendment Number Two is to extend the current contract, and to add and modify provisions in the executed FFA Agreement.

### **IMPACT ON CURRENT SERVICES**

Approval of this Amendment Number Two will allow foster care services provided by Foster Family Agencies to continue without interruption during the solicitation process, thereby enhancing DCFS' ability to improve the well being of foster children.

**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board Letter to:

1. Department of Children and Family Services  
Contract Development/Fiscal Management  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
2. Office of the County Counsel  
Attention: Janice Kasai, Deputy County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Respectfully submitted,

JOAN SMITH  
Acting Director

JS:WC:RML:fc

Attachments (2)

c: Chief Administrative Office  
County Counsel

**ATTACHMENT I**

**AMENDMENT NUMBER TWO TO FOSTER FAMILY AGENCY AGREEMENT FOR  
FOSTER CARE**

This Amendment Number Two (hereinafter, Amendment Two) to Foster Family Agency Agreement for Foster Care (hereinafter, Agreement) is made and entered into at Los Angeles, California this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of Los Angeles (hereinafter "COUNTY") and \_\_\_\_\_, (hereinafter "CONTRACTOR").

**W I T N E S S E T H**

WHEREAS, on August 12, 2003, the Board of Supervisors granted authority to the Director of Department of Children and Family Services to execute Agreements with various licensed non-profit Foster Family Agency service providers; and

WHEREAS, parties agree to extend the term of the Agreement from September 1, 2006 through October 31, 2007 to allow COUNTY to conduct a Combined Solicitation for the Foster Family Agency and Group Home programs; and

WHEREAS, parties agree to the implementation of enhanced performance measures for the Agreement; and

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been providing Foster Family Agency foster care Services; and

WHEREAS, this Amendment to Agreement is prepared and executed by COUNTY and CONTRACTOR as set forth in the FORM Agreement, Section 22.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Form Agreement:

1. **TABLE OF CONTENTS**, Section Number 23.0 is re-titled to read as follows:  
  
23.0 ASSIGNMENT BY CONTRACTOR.....33
2. **EXHIBITS**, Exhibit A, Statement of Work, is deleted in its entirety and replaced with a revised Exhibit A Statement of Work, attached as Attachment A.
3. **EXHIBITS**, Exhibit D, Employee and CFP Acknowledgment and Confidentiality Agreement is re-titled to read as follows and is attached as Attachment B:

Exhibit D – Certified Foster Parent Acknowledgment and Confidentiality Agreement.

4. **EXHIBITS**, Exhibit D-1, Contractor Employee Acknowledgment and Confidentiality Agreement Form is attached as Attachment C.
5. **EXHIBITS**, Exhibit U, Charitable Contributions Certification, is added and is attached as Attachment D.
6. **EXHIBITS**, Exhibit V, County's Administration is added and is attached as Attachment E.
7. **EXHIBITS**, Exhibit W, Service Delivery Sites, is added and is attached as Attachment F.
8. **Section 1.0, APPLICABLE DOCUMENTS**, subsections 1.2 and 1.3, are amended to read as follows:

1.2 Exhibits A through A-XII, B, C, C-I, C-II, D, D-1, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W set forth below, are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, Service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit A-I	Foster Youth Bill of Rights
Exhibit A-II	Foster Family Agency (FFA) Program Statement Instructions
Exhibit A-III	Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement
Exhibit A-IV	Personal Rights – Children's Residential Facilities
Exhibit A-V	Foster Child's Needs and Case Plan Summary
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Foster Family Agencies
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract

Exhibit A-XII	Foster Family Agency Monthly Report
Exhibit B	Foster Family Agency's Program Statement
Exhibit C	Office of Management and Budget (OMB) Circular No. A-122
Exhibit C-I	Auditor-Controller Foster Family Agency Contract
	Accounting and Administration Handbook
Exhibit C-II	Auditor-Controller/Department of Children and Family Services Fiscal/Audit Phases, Fiscal/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit D	Certified Foster Parent Acknowledgment and Confidentiality Agreement
Exhibit D-1	Contractor Employee Acknowledgment and Confidentiality Agreement Form
Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide 0600-510.15
Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Community Business Enterprise (CBE) Form
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	DCFS Foster Family Agency Agreement
	Investigation/Monitoring/Audit Remedies and Procedures
Exhibit O	Jury Service Program
Exhibit P	Child Support Compliance Program Certification
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law
Exhibit T	Overpayments
Exhibit U	Charitable Contributions Certification
Exhibit V	County's Administration
Exhibit W	Service Delivery Sites

9. **Section 2.0 DEFINITIONS**, sub-sections 2.5.1, and 2.31.1 are added to read as follows:

2.5.1 **“Combined Solicitation”** – The Request for Statement of Qualifications contracting process for two separate Programs is conducted as a single process.

2.31.1 **“Resource Family”** – A family that is dually trained and certified as both a Certified Foster Home and an adoptive home.

10. **Section 3.0 TERM AND TERMINATION**, sub-section 3.2.1 is added to read as follows:

3.2.1 The term of this Agreement shall extend from **September 1, 2006** through **October 31, 2007**, unless terminated earlier as provided herein.

11. **Section 9.0 FINANCIAL REPORTING**, sub-section 9.2 is deleted in its entirety and replaced to read as follows:

9.2 The semi-annual expenditure report shall be mailed no later than 60 days following the close of each semi-annual reporting period within CONTRACTOR's Fiscal Year.

12. **Section 12.0 CONFIDENTIALITY**, sub-section 12.3 is amended to read as follows:

12.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, agents, and Certified Foster Parents providing services and care hereunder of the confidentiality provisions of this Agreement. All Certified Foster Parents, and all employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached “Certified Foster Parent Acknowledgment and Confidentiality Agreement” (Exhibit D) and/or the “Contractor Employee Acknowledgment and Confidentiality Agreement Form” (Exhibit D-1).

13. **Section 23.0 ASSIGNMENT BY CONTRACTOR** is deleted in its entirety and replaced with:

23.1 CONTRACTOR shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 23.1, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole



discretion, against the claims, which CONTRACTOR may have against COUNTY.

23.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.

23.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Agreement) or any change in the licensee under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.

23.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute COUNTY consent.

23.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

23.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

14. **Section 38.0, CONTRACTOR RESPONSIBILITY AND DEBARMENT** is deleted in its entirety and replaced with:

- 38.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.
- 38.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 38.3 The COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of an Agreement with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform an Agreement with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 38.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 38.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 38.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 38.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 38.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 38.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 38.10 This Section, 38.0 shall also apply to Subcontractors of COUNTY Contractors.

15. Sections 64.0 through 66.0 are added to the Agreement as follows:

#### **64.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTOR to complete the certification (Exhibit U), the COUNTY seeks to ensure that all County Contractors, which receive or raise charitable contributions, comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202).

#### **65.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Subsections is designated in Exhibit V, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

##### **65.1 COUNTY's Program Director**

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Agreement are met;
- making changes in the terms and conditions of this Agreement in accordance with Section 22.0, Changes and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

##### **65.2 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate COUNTY in any respect whatsoever.

#### 65.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Program Monitor reports to the COUNTY's Program Manager.

### **66.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County contracts, the COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that Fiscal Year and any subsequent Fiscal Year for Services provided by the CONTRACTOR under this Agreement (including any extensions). The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the Services set forth in this Agreement

**ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL  
FORCE AND EFFECT**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AMENDMENT NUMBER TWO TO FOSTER FAMILY AGENCY AGREEMENT FOR  
FOSTER CARE**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Joan Smith, Acting Director  
Department of Children and  
Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**FOSTER FAMILY AGENCY AGREEMENT FOR FOSTER CARE  
STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
FOSTER FAMILY AGENCY AGREEMENT FOR FOSTER CARE**

**STATEMENT OF WORK**

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## **PART A: INTRODUCTION**

### **1.0 PREAMBLE**

For over a decade, the COUNTY has collaborated with its Community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and Community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the COUNTY Mission, to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of Services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and Community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and Community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of Services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive Services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining Service plans, and proactively provide families with coordinated and comprehensive information, Services, and resources.
- The COUNTY service system is flexible, able to respond to Service demands for both the countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private Service providers, Community-based organizations, and other Community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary Service delivery, a single Service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward Service integration and a seamless Service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the Community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing Community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the Community with a better understanding of how resources are being utilized, how well Services are being provided, and what are the results of the Services: is anyone better off?

The County of Los Angeles' health and human service departments and their partners are working together to achieve the following *Customer Service and Satisfaction Standards* in support of improving outcomes for children and families.

#### Personal Service Delivery

The Service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and Communities

#### Service Access

Service providers will work proactively to facilitate customer access to Services.

- Provide Services as promptly as possible
- Provide clear directions and Service information

- Outreach to the Community and promote available Services
- Involve families in Service plan development
- Follow-up to ensure appropriate delivery of Services

### Service Environment

Service providers will deliver Services in a clean, safe, and welcoming environment, which supports the effective delivery of Services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality Services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing Services.

## **2.0 OVERVIEW**

A Foster Family Agency (FFA) means any organization engaged in the recruiting, certifying, and training of, and providing professional support to, certified parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an alternative to a group home. Private Foster Family Agencies shall be organized and operated on a nonprofit basis.

Most Community Care Licensing Division (CCLD) regulations that apply to FFAs are from the Manual of Policies and Procedures, Title 22, including:

- ❑ Division 6, Chapter 1, Sections 80000-80095 [except as otherwise noted in Section 88030(f)] (*General Licensing Requirements*) and Division 6, Chapter 4, Sections 83000 through 83088 (*Small Family Homes*) for the certified foster home requirements;
- ❑ Division 6, Chapter 8.8, Sections 88000 through 88087 (*Foster Family Agency*) for Treatment FFA requirements and;
- ❑ Division 2, Subchapters 1-9, Sections 35000-35409 (*Adoptions Manual*) for Foster-Adopt FFA requirements.

These regulations are available at <http://www.dss.cahwnet.gov/ord/default.htm>.

The statutes referenced in this Exhibit A, Statement of Work (SOW), from the California Education Code (Education Code), California Health and Safety Code (Health and Safety Code), California Vehicle Code (Vehicle Code), and California Welfare and Institutions Code (WIC), are available at <http://www.leginfo.ca.gov/>.

### **3.0 DCFS PRIORITIES FOR CHILDREN**

DCFS has established the following priorities for children: (1) safety; (2) permanency; and (3) well being.

3.1 Safety: Safety is defined as freedom from abuse and neglect.<sup>1</sup> The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 1.0 of this SOW.

3.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, or legal guardianship. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 2.0 of this SOW.

It is a priority of DCFS to place children with Resource Families. A *Resource Family* is one that will support the goal of family reunification, and, when reunification is not possible, be approved to provide legal permanence for a child. A Resource Family shall be dually trained and certified as both a certified foster home and an adoptive home. It is also a DCFS priority to use a concurrent planning process if it is uncertain whether the permanency plan of family reunification will be successful. Additionally, it is DCFS' goal to have many more FFA homes dually prepared as resource families. The use of Resource Families in concurrent planning cases: (1) allows the adoption planning process to proceed simultaneously with the family reunification process so that the adoption can be completed in less time if the family reunification plan fails; and (2) reduces the number of placement disruptions for the child by allowing the resource family to become the adoptive family. (See Part C, Section 2.1.3.)

3.3 Well-Being: This priority refers to a child's educational, Emancipation preparation, medical, dental, psychological and psychiatric well-being. The Performance Outcome Summary and Service Tasks addressing this priority are found in Part C, Section 3.0 of this SOW.

### **4.0 PROGRAM GOALS**

The Department of Children and Family Services (DCFS) has incorporated in this Exhibit A, SOW, the following principles of child placement in which DCFS: (1)

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<sup>1</sup> Abuse and neglect in out-of-home care is defined in the California Penal Code, Section 11165.5.

determines a Placed Child's permanency plan as quickly as possible; (2) implements permanency plans in family settings; and (3) if the permanency plan is for out-of-home placement, wraps the necessary Services around the Placed Child to ensure placement success and prevent replacements.

Consistent with these actions, the COUNTY has included in this SOW the following requirements regarding: (1) Certified Foster Parent training [Section C 3.6]; (2) permanency planning [Section C 2.1]; (3) adoption [Section C 2.3]; (4) sibling-group placements [Section C 2.1.6]; and (5) neighborhood/school-based placements [C 3.3.8].

## **5.0 SERVICE DELIVERY SITES**

CONTRACTOR's Services shall be at the locations specified on Exhibit W, Service Delivery Sites.

CONTRACTOR shall request approval from the DCFS Out of Home Care Management (OHCM) Division Chief or designee in writing a minimum of thirty (30) days before: (1) terminating Services at any of the above location(s); and (2) before commencing Services at any other location(s) not previously approved in writing by the DCFS (OHCM) Division Chief or designee.

## **PART B: TARGET DEMOGRAPHICS**

### **1.0 TARGET DEMOGRAPHICS**

The overall target demographics for FFAs is children, 0-17 years old, in need of a temporary or permanent family setting as an alternative to a group home. The principal target groups include children in which the Case Plan is for: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) sibling group placement; (6) neighborhood/school-based placement; and (7) children with special health care needs as defined in Title 22, Section 88001(c)(5) and (m) for FFAs with Specialized Certified Family Homes. (See Section C 3.1.6, below).

## PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

### PERFORMANCE OUTCOME SUMMARY

#### 1.0 SAFETY

#### PROGRAM TARGET GROUP:

Placed Children in Certified FFA Homes.

#### PROGRAM GOAL AND OUTCOME:

Placed Children shall be free of abuse and neglect by Certified Foster Parents, FFA staff, volunteers, other children, and family members.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Reports of substantiated maltreatment made against staff members, Certified Foster Parents, or volunteers while under the care and supervision of an FFA.	99.43 % of children are free from a report of substantiated maltreatment by staff members, Certified Foster Parents, or volunteers while under the care & supervision of an FFA. <sup>1</sup>	CWS/CMS referral history and I-Track web-based system  Child's Case File  Quarterly Reports  Facility review reports
Community Care Licensing (CCL) citations, Out of Home Care Management Division, and Auditor Controller reports on safety and physical plant deficiencies.	100% of Corrective Action Plans submitted on time. <sup>2</sup>	Special Incident Reports
Timeliness and successful completion of agencies' Corrective Action Plans.	100% of the Corrective Action Plans successfully implemented.	Corrective Action Plans Auditor Controller Reports and CCL Citations

<sup>1</sup> The COUNTY maintains a zero tolerance policy for substantiated abuse and neglect of Placed Children while under the supervision of CONTRACTOR. While each incident of substantiated abuse or neglect that occurs under the CONTRACTOR's supervision must be evaluated on a case-by-case basis, the COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect.



<sup>2</sup> This indicator measures the timeliness of a CONTRACTOR's Corrective Action Plan. CONTRACTOR shall comply with timelines provided in Exhibit N.

## **1.0 SAFETY**

**PERFORMANCE OUTCOME GOAL:** Placed Children shall be free of abuse and neglect by Certified Foster Parents, FFA staff, volunteers, other children, and family members.

### **SERVICE TASKS:**

#### **1.1 Staff Qualifications, Requirements and Duties:**

##### **1.1.1 Staff Qualifications, Requirements, and Exceptions**

The CONTRACTOR shall adhere to all Community Care Licensing Division (CCLD) requirements in connection with staff qualifications, requirements, and exceptions.

##### **1.1.2 Fingerprint Clearances, Criminal Record Statements, and Child Abuse Index Checks -**

The CONTRACTOR shall submit the Child Abuse Central Index Check for State Licensed facilities (LIC 198 A) for all Certified Foster Parent applicants, staff having contact with clients, and all other persons designated in California Health and Safety Code Section 1522(b).

The CONTRACTOR shall comply with the requirements for fingerprint clearances, criminal record statements, and Child Abuse Index checks as specified in Title 22, Division 6, Chapter 1, Article 3, Sections 80019, 80019.1, and 80019.2 and in Chapter 8.8, Sections 88019 and 88019.2, and Health and Safety Code Section 1522.

##### **1.1.3 Reference Checks Prior to Certification**

The CONTRACTOR shall comply with California Health and Safety Code, Section 1506.8, which states, "Before certifying a family home, a Foster Family Agency shall contact any Foster Family Agencies by whom an applicant has been previously certified and any state or COUNTY licensing offices that have licensed the applicant as a foster parent, and shall conduct a reference check as to the applicant."

The CONTRACTOR shall comply with Health and Safety Code Section 1506.7 which states, "A Foster Family Agency shall require the owner or operator of a family home applying for certification to sign an application that shall contain, but not be limited to, the following information: (1) whether the applicant has been certified, and by which Foster Family Agency; (2) whether the applicant has been decertified, and by which Foster Family Agency; (3) whether a placement hold has been placed on the applicant by

a Foster Family Agency, and by which Foster Family Agency; and (4) whether the applicant has been a foster home licensed by a county or by the state and, if so, by which county or state, or whether the applicant has been approved for relative placement by a county and, if so, by which county.”

The CONTRACTOR shall comply with Health and Safety Code Section 1536(c) which states, “Notwithstanding subdivision (b) [Health and Safety Code Section 1536(b)], the department, a county, or a Foster Family Agency may request information from, or divulge information to, the department, a county, or a Foster Family Agency regarding a prospective certified parent, foster parent, or relative caregiver for the purpose of, and as necessary to, conduct a reference check to determine whether it is safe and appropriate to license, certify, or approve an applicant to be a certified parent, foster parent, or relative caregiver.”

#### 1.1.4 Reporting of Subsequent Arrests or Convictions

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following: (1) any employee, independent CONTRACTOR, volunteer staff, or Subcontractor who comes in contact with Placed Children while providing Services under the Agreement; (2) any adult responsible for administration or direct supervision of staff; (3) any person, other than a Placed Child, residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and (6) additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation. Such notice shall be given within one working day of the time such information becomes known to the CONTRACTOR.

#### 1.1.5 Declarations of Part-time Contract Social Workers

The CONTRACTOR shall place any CCLD approved exceptions in the affected employee's personnel file and make them available to DCFS upon request. The CONTRACTOR is responsible for obtaining written declarations from any contract social workers utilized on a part-time basis to the effect that the contract social worker's total contracted caseload with all contracting agencies does not exceed 15 Placed Children.

#### 1.1.6 Staff Language Requirements

The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in

both speaking and writing the language of the CONTRACTOR's Certified Foster Parents and the Placed Children.

#### **1.1.7 Required Services by CONTRACTOR's Social Work Staff**

The CONTRACTOR's social work staff shall provide Services as set forth in the CONTRACTOR's Program Statement, Exhibit B of the Agreement, and in Title 22, Division 6, Chapter 8.8, Sections 88065(a)(9), 88065.3(a) and (g), 88068.1(b)(2) and (3), 88068.2(a), and 88068.3(a). These Services shall include: (1) qualified social work personnel available on a 24-hour basis to respond to any emergency within a two-hour period; (2) provision of social Services of the FFA; (3) orientations for potential Certified Foster Parents; (4) initial and continued evaluation and assessment of Certified Foster Parents and Certified Foster Parents' homes; (5) intake and continued assessments of Placed Children to determine if the FFA can meet the Placed Child's Service needs; (6) placement of the child in the Certified Family Home; (7) development of the Needs and Services Plan and updates of the Needs and Services Plan; (8) supervision of the placement including direct contact with the Placed Child and the Certified Foster Parents; and (9) provision of support Services to the Certified Foster Parents.

#### **1.1.8 Required Visits by Social Work Staff with Placed Child and Certified Foster Parents**

The CONTRACTOR's social work staff shall make and document weekly face-to-face contacts with the Placed Child during the first three (3) months of placement. Two of the weekly contacts each month shall be made in the Certified Family Home. These requirements apply to initial placements of children of any age. They also apply to any subsequent replacements in the CONTRACTOR's Certified Family Homes of children five years old and younger for three (3) months and of children six years and older for one (1) month. Thereafter there shall be no fewer than two face-to-face contacts per month approximately 14 days apart with each Placed Child and Certified Foster Parent. The FFA social workers shall interview the Placed Children privately at least monthly regarding quality of life issues and shall document the results of these interviews.

### **1.2 Monitoring Requirements:**

#### **1.2.1 Requirements and Duties of Certified Foster Parents and Others Who Supervise Placed Children**

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents and others who supervise the Placed Children meet all the requirements and perform all the duties specified in (1) Title 22, Division 6, Chapter 1, Sections 80065(d) (2), 80065(e), and 80065(g) through (m); and (2) Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1, and

83066(d). The CONTRACTOR shall document an inspection of each Certified Family Home for compliance with Title 22 per the timelines and provisions of the approved Program Statement.

#### 1.2.2 Supervision of Placed Children

The CONTRACTOR shall, in accordance with Title 22 and the Needs and Services Plan, Monitor for Compliance that Certified Foster Parents and caretakers know where the Placed Children are at all times and are able to identify who is responsible for the Placed Child's supervision. The Placed Child may leave the Certified Family Home unaccompanied, if age appropriate, for specific purposes in accordance with the Needs and Services Plan.

#### 1.2.3 Housing, Furniture, Housekeeping, and Home Environment for Health, Safety, Appropriateness, Maintenance, and Cleanliness

The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 83088, to provide: (1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches as applicable.

The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, Division 6, Chapter 1, Articles 7 and 8, and Chapter 4, Article 7, regarding physical environment and health-related Services.

#### 1.2.4 Second-Hand Smoke, Tobacco Products, and Alcoholic Beverages

The CONTRACTOR shall Monitor for Compliance that: (1) Placed Children are not exposed to second-hand smoke; (2) Placed Children under eighteen (18) years of age are not permitted to use any tobacco products under any circumstances; and (3) Placed Children are not to drink any alcoholic beverages under any circumstances.

#### 1.2.5 Drivers' Licenses, Vehicle Safety, and Vehicle Equipment

The CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of California Department of Social Services Manual of Policy and Procedures, Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 83074 as well as California Vehicle Code Sections 27360 and 27360.5. These requirements include the following: (1) drivers must be licensed for the type of vehicle operated; (2)

the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children must be maintained in a safe operating condition; (4) infants must be secured in a car seat designed for infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards; and (6) children over six and less than sixteen years of age, and who weigh 60 pounds or more, must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards.

#### 1.2.6 Certified Foster Parents' Driving Records and Auto Liability Insurance

The CONTRACTOR shall monitor and maintain records to verify that Certified Foster Parents or their designated drivers who transport the Placed Children: (1) have and maintain a valid California driver's license with the California Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children, at or above the minimum bodily injury and property damage limits required by the State of California.

### 1.3 Procedure for Emergency Replacement:

In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the CSW. The FFA shall make every effort to keep the child in the same school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the Placed Child or others in the Certified Family Home.

The CONTRACTOR shall notify either the Placed Child's CSW, the CSW's supervisor, the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.

## PERFORMANCE OUTCOME SUMMARY

### 2.0 PERMANENCY

**PROGRAM TARGET GROUP:**

Placed Children in Certified FFA Homes.

**PROGRAM GOAL AND OUTCOME:**

Placed Children shall achieve timely permanency through family reunification, adoption, or legal guardianship.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Discharge to a permanent destination, family reunification, adoption, or guardianship.  Placement stability: Number of children who experienced more than one move within the FFA in the past year.	Rate of discharges from an FFA to family reunification, adoption, legal guardianship, and Emancipation (benchmarks to be determined). <sup>3</sup>  At least 90% of children will maintain placement stability, with no moves between foster homes.	CWS/CMS  Child's Case File  Quarterly Reports  Needs and Services Plan  Discharge Summary

<sup>3</sup> This data will be collected by the Department's Information Technology Section from the CWS/CMS database to insure accuracy. CONTRACTOR shall also maintain documentation demonstrating the implementation of the child's permanent plan.

## **2.0 PERMANENCY**

**PERFORMANCE OUTCOME GOAL:** Placed Children shall achieve timely permanency through reunification, adoption, or legal guardianship.

### **SERVICE TASKS:**

#### **2.1 Permanency:**

##### **2.1.1 Permanency Planning**

For all Placed Children the CONTRACTOR shall document on the CONTRACTOR's intake form the Placed Child's permanency plan as provided by the CSW.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's permanency plan for family reunification/relative placement, adoption, legal guardianship, or planned permanent living arrangement.

The CONTRACTOR shall assess the strengths, training, skills, and interests of each Certified Foster Parent in order to match them, to the extent possible and appropriate, to each child's need for sibling group placement, neighborhood/school-based placement, or special health care needs placement.

When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR's intake form whether the Certified Family Home has an approved adoption home study and is available and appropriate prior to accepting the child.

##### **2.1.2 Facilitating Legal Permanency Plans**

The CONTRACTOR shall facilitate the implementation of any permanent placement, such as family reunification, adoption, or legal guardianship, determined by the COUNTY for a Placed Child under the CONTRACTOR's care.

##### **2.1.3 Resource Families**

It is the DCFS' goal to significantly increase the number of FFA homes certified as Resource Families. The CONTRACTOR shall, in full communication and cooperation with the CSW, use Resource Families to the fullest extent possible when a concurrent Case Plan includes both family reunification and adoption.



#### 2.1.4 Location Information Prior to Placement/Not Moving a Placed Child After Placement

The CONTRACTOR shall provide to COUNTY, prior to placement, the location of the Certified Family Home. CONTRACTOR shall not move a Placed Child without written approval from COUNTY.

#### 2.1.5 Prior Authorization Required for Movement of a DCFS Placed Child

The CONTRACTOR may move a Placed Child from one home to another home within the CONTRACTOR's program only after receiving prior authorization from either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator, except as set forth in Exhibit A, SOW, Section 1.3. This Exhibit A, SOW, Part C, Section 1.3 shall apply to any movement of a Placed Child to provide respite care to a Certified Foster Parent. The CONTRACTOR shall document the name of the approving CSW or administrator and place it in the Placed Child's record.

The COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child from one home to another.

#### 2.1.6 Sibling-Group Placements

Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW. For sibling groups placed within different Certified Family Homes within the same FFA, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home, or the reasons it is inappropriate, in the Placed Children's case records.

#### 2.1.7 Identifying, Developing, and Maintaining Important Relationships

CONTRACTOR shall assist the Placed Child in identifying, developing and maintaining important relationships, provided that these relationships are in the Placed Child's best interests and are consistent with the COUNTY Case Plan. CONTRACTORS shall assist the CSW in identifying these individuals as potential permanency resources. CONTRACTORS shall, to the extent possible, partner with existing mentoring programs or develop their own mentoring resources to enable children 10 years of age and older to develop a connection with a caring adult, when important relationships are lacking.

## 2.2 Family Reunification:

If the permanency plan is for family reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing the child with a home in

his/her own neighborhood to the extent possible; (2) facilitating visits and arranging transportation for the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan; (3) offer and/or support other reunification Services such as family counseling; (4) monitoring the visits with the family as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such reunification efforts and visitation.

## **2.3 Adoption:**

### **2.3.1 Adoptions Assessments**

If the Placed Child's permanency plan is for adoption, the CONTRACTOR shall participate with the CSW and/or Adoptions Worker to assess both the strengths and special needs of a Placed Child to assist in determining an appropriate adoptive home.

### **2.3.2 Adoption-Related Services**

The CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child and his/her Certified Foster Parents in making decisions and transitions related to adoption or to any other legally permanent placement.

### **2.3.3 Adoption-Related Information**

The COUNTY shall provide information, and the CONTRACTOR shall be fully informed, about the Adoption Assistance Program and the differences between legal guardianship, adoption, and foster care.

## **2.4 Legal Guardianship:**

If the permanency plan is for legal guardianship, the CONTRACTOR shall assist the COUNTY by: (1) placing the child in the neighborhood of the legal guardian/proposed legal guardian to the extent possible; (2) facilitating visits and arranging transportation of the Placed Child with the legal guardian/proposed legal guardian consistent with the orders of the court and the Needs and Services Plan; (3) offer and /or support other support services such as family counseling to the legal guardian/ proposed legal guardian; (4) monitoring visits with the legal guardian/proposed legal guardians as needed. The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents cooperate with such legal guardianship efforts and visitation.

## PERFORMANCE OUTCOME SUMMARY

### 3.0 WELL-BEING

**PROGRAM TARGET GROUP:**

Placed Children in certified foster homes of FFAs

**PROGRAM GOAL AND OUTCOME:**

Placed Children shall improve their level of functioning in the areas of education/ Emancipation preparation, health, behavior, social, and emotional well-being.

OUTCOME INDICATORS	PERFORMANCE TARGETS	METHOD OF DATA COLLECTION
Placed Children enrolled in school within three school days of placement.	At least 80% of school-aged children will be enrolled in school within three school days of placement. <sup>4</sup>	Health and Education Black Binder
Placed Children who achieved high school graduation or equivalent upon Emancipation.	At least 90% of age appropriate Placed Children emancipated with high school diploma or equivalent. <sup>5</sup>	Quarterly Reports Child's Case Files Needs and Services Plan CWS/CMS

<sup>4</sup> CONTRACTOR shall document the reason(s) if a child was not enrolled in school within 3 school days of placement.

<sup>5</sup> CONTRACTOR shall document the reason(s) if a child did not achieve high school graduation or equivalency upon Emancipation.

### **3.0 WELL-BEING**

**PERFORMANCE OUTCOME GOAL:** Placed Children shall improve their level of functioning in the areas of education/ Emancipation preparation, health, behavior, social, and emotional well-being.

#### **SERVICE TASKS:**

**3.1 Intake Requirements:** The CONTRACTOR shall comply with the intake requirements of Title 22, Chapter 8.8, Section 88068.1. The CONTRACTOR shall also comply with the intake requirements in paragraphs 3.1.1 through 3.1.7 below.

##### **3.1.1 Declaration in Support of Access to Juvenile Records Form**

The CONTRACTOR shall complete and submit a DCFS 4389 (4/94), Declaration in Support of Access to Juvenile Records (WIC 827) (see Exhibit G), in order for the CSW to release the health, educational, behavioral/emotional, treatment, supervision, and Juvenile Court records of a specific Placed Child.

##### **3.1.2 Assessment Prior to the Placement of More Than Two Children in a Certified Family Home**

Prior to more than a total of two (2) children being placed in a Certified Family Home, the CONTRACTOR's supervising social worker shall assess the placement to determine that the Certified Foster Parents: (1) are providing quality care for the currently Placed Children; (2) will be able to meet the needs of additional foster children; and (3) have at least 12 months of experience in caring for foster children.

The experience requirement in Item (3) above may be less than 12 months to accommodate sibling groups or teenagers as long as all of the requirements in Items (1) and (2) are met. This assessment shall be included in the Needs and Services Plan or other document in the Placed Child's file and be readily accessible to the CSW and/or audit staff.

##### **3.1.3 Requirement for Emergency Intakes 24/7**

The CONTRACTOR shall notify DCFS regarding availability to accept emergency intakes 24 hours per day, seven days per week.

##### **3.1.4 Pre-Placement Visits**

The CSW shall arrange a visit to the proposed CONTRACTOR'S Certified Foster Parents prior to the child's/children's placement whenever possible. The CSW shall: (1) provide information to the CONTRACTOR regarding the child's/children's needs, including all court reports and social studies,

in conformity with DCFS policy and confidentiality laws: (2) discuss the plan for the child(ren) to stay in the same neighborhood and/or school district, including the transportation arrangement to his/her home school(s); and (3) provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.

The CONTRACTOR shall: (1) discuss with the CSW the children currently living in the proposed Certified Family Home, including Placed Children's ages, backgrounds, and placing agencies; (2) discuss with both the CSW and the child(ren) to be placed, when age appropriate, the school programs, social work Services, and family and recreational activities that are available; (3) discuss the type of Services the child requires; (4) provide the CSW information concerning the proposed Certified Foster Parents' work schedules/outside commitments and day care plan for the child (if appropriate); and (5) provide the CSW information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed Certified Family Home/Certified Foster Parents, and describe action the CONTRACTOR has taken in response to such referrals/allegations.

If, in consideration of the information provided by the CONTRACTOR, the CSW does not believe that the child's needs can be adequately met in the home of the proposed Certified Foster Parents, CONTRACTOR shall not place the child with the proposed Certified Foster Parents.

### 3.1.5 Acceptance of All Children Who Meet Program Statement Criteria

The CONTRACTOR shall accept all children who meet the CONTRACTOR's Program Statement criteria when an appropriate vacancy is available. The CONTRACTOR's social work staff shall assess the FFA's ability to: (1) provide the required Services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the child's CSW; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child's CSW.

### 3.1.6 Denial of Placement of Children Who Do Not Meet the License or Program Statement Criteria

The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the CSW. Upon request, the CONTRACTOR shall provide an explanation for such denial to the CSW.

The CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of placement, unless an appropriate placement is available in a specialized Certified Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, and 83087.1. Special health care needs includes, but is not limited to medical conditions requiring specialized in home health care. Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).<sup>6</sup>

### **3.1.7 Orientation of Placed Children**

The CONTRACTOR shall provide each newly Placed Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures as described in the CONTRACTOR's Program Statement (Exhibit B), the LIC 613, Personal Rights form (Exhibit A- IV), the Foster Youth Bill of Rights (Exhibit A-I), WIC Section 16001.9 (Exhibit H), and, for children 11 years old and older, the Legal Rights of Teens. Such overview will include: (1) opportunities for achievement; (2) vocational and job training; (3) life-skills training; (4) recreation; (5) educational choices; (6) religious, spiritual, or ethical development in the faith of the Placed Child's or his/her parents' choice; (7) identification of Placed Child's FFA social worker; (8) Placed Child's clothing and weekly allowance; (9) Certified Foster Parent's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures. The CONTRACTOR shall have the Placed Child or Placed Child's authorized representative sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens (11 years old and older), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.

### **3.2 Visitation Plan:**

The CONTRACTOR and the CSW shall develop the visitation plan for the Placed Child's family and friends, complying with the orders of the Juvenile Court. The CONTRACTOR must allow visitation for the caseworker, attorney, and CASA. The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (See Exhibit G).

The visitation plan shall be discussed with the Certified Foster Parent to facilitate his/her understanding of COUNTY's and the CONTRACTOR's expectations of the Certified Foster Parent, including the transportation arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when

applicable. A copy of the visitation plan shall be given to the Certified Foster Parent.

The CONTRACTOR shall honor the visitation rights of the Placed Child at all times unless one of the following two conditions exists: (1) a specified court order is in effect which prohibits or restricts the visitation rights of the child; or (2) the Needs and Services Plan developed by the child's CSW specifically prohibits or restricts visitation rights based upon existing court orders, legal authority and/or documented reasons such as the belief that the visits would be detrimental to the child.

### **3.3 Needs and Services Plan and Related Social Services:**

#### **3.3.1 Required Content of the Needs and Services Plan**

The CONTRACTOR's social worker shall develop a comprehensive, individualized Needs and Services Plan within 30 days of placement that: (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.

Based upon the information provided by the CSW and CONTRACTOR's initial assessment, the CONTRACTOR shall develop an initial Needs and Services Plan, the content of which is derived from Title 22, Division 6, Chapter 8.8, Section 88068.2(a). It shall include the following topics [*additional COUNTY requirements in brackets*]:

(1) **reason for placement** [CSW to provide a description of circumstances and the presenting problems that resulted in the child becoming a dependent of the court. The CSW shall also provide the Placed Child's permanency plan of family reunification, permanent placement, or adoption.];

(2) **education** [CSW to provide the Placed Child's educational history and history of Services that were delivered to the child. The CONTRACTOR is to report on the Placed Child's educational needs and progress related to academic needs, school records, type and location of school, and the transportation arrangements to and from school];

(3) **health** [CSW to provide the Placed Child's health history and Services that were delivered to the child. The CONTRACTOR is to provide a health plan, which includes information regarding immunizations, medical problems, and medications];

(4) **training** [Include a description of Services that will assist a Placed Child 14 years old or older with the transition to independent living such as establishing connections in the communities to which he/she will be going

after placement to meet his/her counseling, educational, employment, medical, spiritual, and transportation needs];

**(5) personal care and grooming;**

**(6) ability to manage his/her own money, including the maximum amount of money the Placed Child shall be permitted to have in her/her possession at any one time;**

**(7) visitation, including the frequency of and any other limitation on visits to the family residence and other visits inside and outside the Certified Family Home** [Include the transportation arrangements for family visits];

**(8) other specific Services, including necessary Services to the Placed Child's parent(s) or guardian(s)** [Include the short and long-term goals in the permanency plan and the tasks the CONTRACTOR will perform in achieving these goals. Include the appropriateness of returning the child to his/her own neighborhood or his/her own school district];

**(9) types of Services necessary, including treatment plan for placement with a treatment agency** [Include assessment of the Placed Child's needs, an evaluation of prior treatment Services for the child, and specific time-limited treatment goals and Services. Specify the responsibility and participation of the Placed Child, parent or guardian, CONTRACTOR's social worker, and CSW to implement the Needs and Services Plan]; and

**(10) planned length of placement, including the discharge plan specified in Section 88068.4** [Include projected date of completion of Case Plan objectives and termination of Services].

The DCFS 709 (Exhibit A-V) is to be used in the development of the Needs and Services Plan, but it is not to serve as the plan itself.

### 3.3.2 Required Content of the Modifications to the Needs and Services Plan

The Needs and Services Plan shall be updated at least every six months. Modifications to a Placed Child's Needs and Services Plan, shall include: (1) the Placed Child's need for continuing Services; (2) the need for modification in Services; and (3) the FFA's recommendation regarding the feasibility of the Placed Child's return to his/her home, placement in another facility, or move to independent living.

### 3.3.3 Participation by the Placed Child, CSW, Certified Foster Parents, and Family

The CONTRACTOR shall ensure that: (1) the Placed Child, age and maturity permitting, the CSW, and the Certified Foster Parents are offered the opportunity to participate in the development of and any modifications



to the Needs and Services Plan in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b) and 88068.3(b); (2) the CSW gives written approval of the Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b)(1) and 88068.3(b)(1); and (3) the CSW and Certified Foster Parents receive copies of the approved Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Section 88068.2(c) and 88068.3(c).

Efforts to comply with the above requirements shall be documented in the Placed Children's case files.

#### 3.3.4 Attendance at Team Decision-Making and Permanency Planning Conferences

The CONTRACTOR shall attend all DCFS Team Decision-making and Permanency Planning conferences, to which the CONTRACTOR receives advance notice of.

#### 3.3.5 Life Goals and Objectives

The CONTRACTOR shall discuss with Certified Foster Parents on teaching the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the Placed Child for Emancipation and adulthood, and, where the permanency plan is for family reunification, return to his/her family.

#### 3.3.6 Placed Children's Cultural Awareness

The CONTRACTOR shall discuss with Certified Foster Parents ways to provide opportunities to encourage the development of the Placed Child's cultural awareness, thereby increasing self esteem. Placed Children should be encouraged and allowed to participate in activities in which they have an interest such as dance, art, sports, music, etc.

#### 3.3.7 Transportation Services

No Placed Child shall miss going to school or medical appointments for reasons that the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan. These activities may include school, ILP, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational

activities, therapy, medical/dental appointments, religious service of Placed Child's or family's preference, sibling visits, etc. This can include teaching the Placed Child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, CSWs, etc. CONTRACTOR shall ensure that all persons providing non-public transportation consistent with and in support of the Needs and Services Plan developed with the Department, for a Placed Child pursuant to this Section comply with the requirements of Title 22, Division 6, Chapter 1 Section 80074 and Chapter 4, Section 83074, California Vehicle Code Sections 27360 and 27360.5, and maintain vehicle insurance at or above the minimum bodily injury and property damage limits required by the State of California. The CONTRACTOR shall provide transportation and transportation expenses as outlined in Exhibit B, the CONTRACTOR's Program Statement.

#### **3.3.8 Community-Based Placement**

The CONTRACTOR shall, to the extent possible and appropriate and in full communication and cooperation with the CSW, place each child in an appropriate Certified Family Home in the child's own neighborhood or in the same school district so that the child may continue to attend his/her home school.

### **3.4 Extracurricular, Enrichment, and Social Activities:**

The CONTRACTOR shall comply with WIC Section 362.05, which states, in part, that, "Each state and local entity shall ensure that private agencies that provide foster care Services to dependent children have policies consistent with this section and that those agencies promote and protect the ability of dependent children to participate in age-appropriate extracurricular, enrichment, and social activities. Caregivers, as defined in paragraph (1) of subdivision (a) of Section 362.04 shall use a reasonable and prudent parent standard, as defined in paragraph (2) of subdivision (a) of Section 362.04, in determining whether to give permission for a child residing in foster care to participate in extracurricular, enrichment, and social activities. The caretaker shall take reasonable steps to determine the appropriateness of the activity in consideration of the child's age, maturity, and developmental level." (See Welfare and Institutions Code, Section 362.04(a)(2), for the definition of "reasonable and prudent parent standard.")

### **3.5 Written Notice at Least Seven Days Prior to Discharge:**

COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine with the COUNTY Worker whether additional Services may prevent an unnecessary and

traumatizing replacement of a child from the CONTRACTOR's Certified Family Home.

Prior to discharging a Placed Child, the CONTRACTOR shall, for DCFS Children, provide the DCFS Regional Administrator, DCFS Resource Utilization Management (RUM) Section Program Manager, and the Placed Child's CSW's supervisor a Notice of Intent to Discharge that documents efforts to stabilize the placement, including police calls and mental health services, in advance of any anticipated replacement. The Notice of Intent to Discharge for a DCFS Child may be provided by way of e-mail or fax. When the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR's program, COUNTY and CONTRACTOR shall convene a Team Decision Making (TDM) meeting/case conference to determine whether the child's placement may be stabilized and/or additional Services may be provided without removing the child from the CONTRACTOR's program. CONTRACTOR shall provide Notice of Intent to Discharge no less than 7 days prior to the anticipated discharge date, unless it is agreed upon at the case conference (Team Decision Making meeting) that less notice is necessary due to an immediate threat to the health and safety of the Placed Child or others.

COUNTY and CONTRACTOR will pursue appropriate performance indicators to be measured and reported on regarding increased placement stability.

### **3.6 Training Requirements for Certified Foster Parents:**

The CONTRACTOR shall train Certified Foster Parents to meet the Placed Children's needs and understand the Case Plan goals of: (1) family reunification; (2) adoption; (3) legal guardianship; (4) permanent placement; (5) placement of sibling groups in the same home; (6) neighborhood/ school-based placements; or (7) placement of children with special health care needs. The CONTRACTOR shall recruit Certified Foster Parents with these objectives in mind.

The CONTRACTOR shall provide a minimum of 18 hours of initial Model Approach to Partnership in Parenting (MAPP) or equivalent training for each Certified Foster Parent prior to the placement of children and an additional 12 hours of training during the first year of certification. Training topics shall include the following: (1) cultural diversity; (2) discipline techniques; (3) child development; and (4) parenting skills. If possible, the CONTRACTOR shall include former foster youth in the training presentations. The CONTRACTOR shall provide an additional 15 hours of ongoing training for each Certified Foster Parent each year thereafter. Three of these hours may be provided in face-to-face training in the home.

### **3.7 Monitoring Requirements:**

#### **3.7.1 Planned Activities and Use of Community Resources**

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), and the Needs and Services Plan including: (1) group interaction activities, both at the Certified Family Home and in the Community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the Community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, treatment programs or family visits.

### 3.7.2 Allowance Logs

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent maintains a log indicating the date, the amount of allowance the Placed Child receives, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.

### 3.7.3 Placed Child's Allowance, Security and Use of Allowance, Earnings, and Other Income

The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Section 80026 and adhere to their own Program Statement.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a weekly allowance, which is appropriate to the Placed Child's age and reasonably commensurate with peer group standards as described in the CONTRACTOR's Program Statement. The CONTRACTOR shall work with the Certified Foster Parents and the CSW to mutually agree on the method of securing the Placed Child's income and monitoring the Placed Child's use of funds, including the establishment of a bank account where appropriate. Certified Foster Parents shall encourage Placed Children age fourteen (14) and older to save their earnings for Emancipation. If a Placed Child is unable to handle money, the CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure place until the Placed Child is able to handle his/her money independently.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents not require a Placed Child to use his/her allowance or earnings to purchase items that Certified Foster Parents or the CONTRACTOR is responsible to provide as described in the CONTRACTOR's Program

Statement. If the Certified Foster Parents receive infant supplement money for child(ren) placed with a minor parent, these items include: (1) clothing; (2) personal care/hygiene items; and (3) items such as diapers and baby clothes, or baby sitting services etc.,

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that Certified Foster Parents are responsible for providing.

The Placed Child's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall Monitor for Compliance that Certified Foster Parents permit the Placed Child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan and as the Placed Child desires.

#### 3.7.4 Monetary Consequences

Certified Foster Parents may apply monetary consequences in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Certified Foster Parents shall maintain an account of monetary fines collected. Independent Living Program (ILP) incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by the CONTRACTOR or Certified Foster Parents.

#### 3.7.5 Chores

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents appropriately assign and supervise performance of chores within the context of a family setting appropriate to the Placed Child.

#### 3.7.6 Balanced Diet, Snacks, and Special Diets

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.

### 3.7.7 Food Preparation and Storage

The CONTRACTOR shall Monitor for Compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents do not serve frozen milk for drinking.

### 3.7.8 Clothing Inventories

The CONTRACTOR shall maintain a written inventory of each Placed Child's clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.

### 3.7.9 Meeting of the Full Clothing Standard in a Timely Manner

The CONTRACTOR shall Monitor for Compliance that each Placed Child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (Exhibit A-VI).

### 3.7.10 Clothing Size, Condition, Appropriateness, Selection, Cleaning, Mending, Monitoring, etc

Clothing shall fit according to industry size charts and shall never be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. The CONTRACTOR shall not provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to meet the DCFS Clothing Standard (Exhibit A-VI). The Placed Child shall be involved in the selection of clothing based on the developmental level of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.

### 3.7.11 Special Clothing Needs

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents plan with the Placed Child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special occasion clothing, and other necessary items for dances, proms, and graduation.

### 3.7.12 Clothing Storage and Security

Certified Foster Parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and that clothing security is not entirely within the CONTRACTOR's control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. The CONTRACTOR shall report two or more instances of clothing loss in a six-month period to the CSW.

### 3.7.13 Collection and Storage of Personal Belongings at Termination of Placement

When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the Placed Child runs away, the CONTRACTOR shall Monitor for Compliance that the Certified Foster Parents collect all personal belongings, alert the CSW that they are at the home, and, if the CSW does not collect the belongings, store them for up to 14 calendar days. After 14 days, the CONTRACTOR shall contact and inform the CSW that the personal belongings will be mailed to the COUNTY at the COUNTY's expense unless an alternate plan is agreed upon.

### 3.7.14 Personal Care Items

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply each Placed Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; (3) give consideration to specific cultural and ethnic needs; (4) provide specific brands necessary for health reasons; and (5) monitor the use of all products in aerosol or glass containers.

### 3.7.15 Supply, Cleanliness, and Condition of Linens, Blankets, Window Treatments, etc

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents: (1) supply sufficient clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s) as needed.

### 3.7.16 Life Book/Photo Album

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents encourage and assist each Placed Child in creating and updating a life book/photo album of items that relate to childhood memories. If the Placed Child has not taken the life book with him/her, the CONTRACTOR shall provide the Placed Child's life book either to the CSW at the time the Placed Child departs from CONTRACTOR's care or, when the CSW is not present, to DCFS or the CSW within three (3) business days of the time of the Placed Child's departure.

## **3.8 Health and Medical Requirements:**

### 3.8.1 Medical, Dental, and Psychiatric Needs

The CONTRACTOR shall monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the Child Health Disability Prevention Program (Exhibit A-IX), the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 83075.

If a Placed Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the CSW.

### 3.8.2 Reimbursement for Medical, Dental, and Psychiatric Costs

The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.

For any Services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care Services for the Placed Child through a COUNTY or COUNTY contracted facility.

For any non-emergency Services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract facility, the CONTRACTOR must request by facsimile prior written approval from the CSW or the CSW's supervisor. If the CSW does not respond to CONTRACTOR's written request within three (3) business days, CONTRACTOR shall attempt to contact the SCSW. CONTRACTOR shall maintain written documentation of attempts to obtain said written approval. If the SCSW does not respond to CONTRACTOR within three (3) business days, Services shall be considered to be pre-approved by the CSW or SCSW.



### 3.8.3 Use of Child Health Disability Prevention (CHDP) Medical/Dental Providers.

The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. See Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children (Periodicity Schedule for Health Assessment Requirements by Age Groups).

If CONTRACTOR needs assistance in locating a CHDP provider doctor/dentist, CONTRACTOR may (1) log onto the web site of the Los Angeles County Department of Health Services at <http://lapublichealth.org/cms/chdp/>, (2) contact the Placed Child's CSW, (3) contact a DCFS Public Health Nurse, or (4) contact the DCFS Medical Director's Office at (213) 351-5614.

### 3.8.4 Physical/Dental Exams, Medical/Dental Care, and Medical/Dental Instructions Prior to Emancipation

To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each Placed Child receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any on-going medical or dental treatment or medications needed within the three-month period prior to Emancipation.

### 3.8.5 Emergency Psychiatric Treatment

The CONTRACTOR shall have a plan for emergency psychiatric treatment of a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan.

### 3.8.6 Maintenance of the Health Portion of the Health and Education Passport

The Health and Education Passport (Black Binder) consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.

The CSW will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the Placed Child's Black Binder during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services

provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medication. (For the Education Portion of the Black Binder, see Section 3.10.8, below.)

The CSW shall provide the Black Binder within thirty (30) days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR's facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the COUNTY or the CSW if the CSW is not present at the time of the Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

The CONTRACTOR shall provide the Certified Foster Parents with copies of updated relevant records when received from DCFS for inclusion in the Black Binder.

#### **3.8.7 Medications and Court Authorizations at Replacement**

At the time of a child's replacement, the CONTRACTOR shall give any medications and court authorizations for the administration of psychotropic drugs to the CSW. If the medications and court authorizations are not available at the time of replacement outside the agency, CONTRACTOR shall send them to the CSW within 24 hours of the replacement.

### **3.9 Health and Medical Monitoring Requirements:**

#### **3.9.1 Immunizations and Routine Health Care**

The CONTRACTOR shall monitor the immunization and routine health care status of all Placed Children and shall accurately reflect this information in the Placed Child's medical records folder or Health Portion of the Health and Education Passport when provided by DCFS.

### 3.9.2 Medications

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.

### 3.9.3 Psychiatric Care and Clinical Evaluations by DMH Approved Providers

The CONTRACTOR shall Monitor for Compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP program, Medi-Cal program, and CCLD regulations to the extent that funding and Services are available.

The CONTRACTOR shall: (1) take all necessary steps to ensure that any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) receives a clinical evaluation, provided that such an evaluation is authorized by DMH, conducted by a licensed mental health professional; and (2) submit to the CSW the written results of such tests when obtained by the CONTRACTOR.

### 3.9.4 Assessment, Continuing Evaluation, and the Required Court Authorizations on Psychotropic Medication

The CONTRACTOR shall Monitor for Compliance that Placed Children on psychotropic medication have a psychiatric/psychological assessment, indicating the Placed Child's diagnosis, need for treatment, prognosis, and possible side effects of the medication. The CONTRACTOR shall arrange for the Placed Child to receive monthly evaluations by the prescribing physician unless otherwise documented by the physician.

For each psychotropic medication prescribed to a Placed Child, the CONTRACTOR, in conjunction with the CSW, shall monitor to ensure that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six (6) months (Exhibit A-X). Upon receipt from the CSW or physician, the CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record.

The CONTRACTOR shall monitor the incorporation of all psychotropic medication(s) the Placed Child receives into the treatment plan.

### 3.9.5 Plans for Emergency Medical and Dental Treatment

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents have plans for emergency medical and dental treatment of a Placed Child.

### 3.9.6 Grooming and Hygiene

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.

### 3.9.7 Secure Location for Records

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.

## **3.10 Educational Requirements:**

### 3.10.1 Stable School Placements

The CONTRACTOR shall comply with WIC Section 16000(b). CONTRACTOR shall also comply with Education Code Section 48850(a), which states, in part, that, "In fulfilling their responsibilities to pupils in foster care, educators, COUNTY placing agencies, care providers, advocates, and the juvenile courts shall work together to maintain stable school placements and to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, Services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions must be based on the best interests of the child."

### 3.10.2 Right of Placed Child to Remain in School of Origin

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(1), which states, "At the initial detention or placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue his or her education in the school of origin for the duration of the academic school year."

The CONTRACTOR shall comply with Section 48853.5(d)(2), which states, "The liaison, in consultation with and the agreement of the foster child and the person holding the right to make educational decisions for the foster child may, in accordance with the foster child's best interests, recommend that the foster child's right to attend the school of origin be waived and the foster child be enrolled in any public school that pupils living in the attendance area in which the foster child resides are eligible to attend."

### 3.10.3 Immediate Enrollment of Placed Child in School

The CONTRACTOR shall comply with Education Code Section 48853.5(d)(4)(A), which states, "If the liaison in consultation with the foster child and the person holding the right to make educational decisions for the foster child agree that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school."

### 3.10.4 Certified Foster Parents' Participation in Placed Child's School Program

The CONTRACTOR shall Monitor for Compliance that the Certified Foster Parent(s) make reasonable efforts to: (1) represent the Placed Child at parent meetings, open houses, etc.; (2) work with the Placed Child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encourage and assist the Placed Child to participate in school activities; and (4) arrange appropriate transportation to and from school.

### 3.10.5 Daily Homework and Cognitive/Developmental Stimulation

The CONTRACTOR shall monitor that Certified Foster Parents engage the Placed Child in age and developmentally appropriate activities. These may include computer access time, tutoring, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.

### 3.10.6 Tutoring

The CONTRACTOR shall arrange for tutoring to improve the Placed Child's basic skills to the extent that these Services are available and are specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.

### 3.10.7 Educational Information

The CONTRACTOR shall document in the quarterly update to the Needs and Services Plan and report to the CSW the following information: (1) Placed Child's attendance; (2) Placed Child's academic and extra-curricular achievements; (3) issues of concern related to school matters; (4) Placed Child's behavior; (5) school officials' concerns about the Placed Child's health; (6) suspension or discipline of the Placed Child; (7) academic credits; and (8) strengths of the Placed Child.

### 3.10.8 Maintenance of the Education Portion of the Health and Education Passport

The Health and Education Passport (Black Binder) consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.

The CSW shall provide the Black Binder within thirty (30) days of initial placement of a child in foster care. If the child has already been placed elsewhere and is moved to CONTRACTOR's facility, the Black Binder is to be provided within 48 hours of placement. If the Black Binder is not provided within the required timeframe, the CONTRACTOR shall: (1) initiate the Black Binder information (See Exhibit I, WIC Section 16010); and (2) immediately report lack of receipt of the binder to and request it from DCFS Regional Administrator via e-mail. The CONTRACTOR shall not be held responsible in an audit or monitoring review for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.

The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the Regional office SCSW or on-duty CSW if the CSW is not present at the time of Placed Child's departure. The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.

The CONTRACTOR shall provide the Certified Foster Parents with copies of updated relevant records when received from DCFS for inclusion in the Black Binder.

### 3.10.9 School Photos, Uniforms, Proms, Graduations, etc

The CONTRACTOR shall monitor that each Placed Child receives school photos and uniforms when appropriate. The CONTRACTOR shall monitor that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).

## **3.11 Workforce Readiness Requirements:**

### 3.11.1 The TILP

The CONTRACTOR shall participate with the CSW in the development of a Transitional Independent Living Plan (TILP) for each Placed Child 14 years or older and should receive an updated, signed TILP for any Placed Child within 6 months following his/her 16<sup>th</sup> birthday. The CONTRACTOR shall have a copy of the TILP from the CSW on file. The CONTRACTOR

and Certified Foster Parents co-operate with the CSW to implement the Placed Child's TILP as appropriate.

#### 3.11.2 The DCFS 5205 B (Revised 12-02)

For all Placed Children ages 14 years and older, the FFA social worker and the Certified Foster Parents shall work cooperatively with the CSW and the Placed Children to facilitate the CSW's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six months. (See Exhibit A-XI of the Agreement.)

#### 3.11.3 Cooperation with the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children ages 14 years and older in the DCFS Emancipation Program. The CSW shall make every effort to provide CONTRACTOR with at least two weeks notice of acceptance to the program.

#### 3.11.4 Participation in the DCFS Emancipation Program

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents facilitate participation by Placed Children, ages 16 and older, in the DCFS Emancipation Program, including plans for emancipating youth, including vocational training, work experience, and educational opportunities. The CONTRACTOR shall not keep Placed Children from attending vocational training programs or working on the job for reasons of punishment.

#### 3.11.5 Independent Living Skills

The CONTRACTOR shall Monitor for Compliance that Certified Foster Parents develop an individualized plan for each Placed Child to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: (1) learning to plan, shop for, and prepare balanced meals; (2) purchase and care of clothing; (3) basic housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; and (6) personal safety.

## PART D – PERFORMANCE REQUIREMENTS SUMMARY

1.0 DCFS ACTIONS FOR CONTRACTOR'S UNMET PERFORMANCE TARGETS	
CONTRACTOR'S PERFORMANCE TARGETS	DCFS ACTIONS FOR UNMET PERFORMANCE TARGETS
99.43 % of children are free from abuse & neglect while under the care & supervision of an FFA.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
This benchmark is yet to be determined.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
100% of Corrective Action Plans submitted on time.	Failure to comply with a Corrective Action Plan(s) could result in further action, such as <i>Hold, Do Not Refer, or Do Not Use</i> status as outlined in Exhibit N.
100% of the Corrective Action Plans successfully implemented.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
Rate of discharges from an FFA to reunification, adoption, legal guardianship, and Emancipation (benchmarks to be determined).	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
At least 90% of children will maintain placement stability, with no moves between foster homes.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
At least 80% of school-aged children will be enrolled in school within three school days.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.
At least 90% of age appropriate Placed Children emancipated with high school diploma or equivalent.	Failure to meet performance target could result in a program review and implementation of an administrative remedy(ies) as outlined in Exhibit N.



**CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT  
AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL**

This is to emphasize that it is necessary to protect the confidentiality of information obtained from the Department of Children and Family Services.

I understand that the foster family agency certifying my home, \_\_\_\_\_, has entered into an Agreement with the County of Los Angeles to provide foster care support services to the County.

As a certified foster parent of \_\_\_\_\_, I must sign the Certified Foster Parent Confidentiality Agreement (on the reverse side of this page or attached) as a condition of my certification by \_\_\_\_\_.

**CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT**

I understand that \_\_\_\_\_ is my certifying foster family agency. I rely exclusively upon the foster family agency certifying my home for reimbursement of expenses for basic services I provide for children placed in my home and any and all other benefits I receive on my behalf during the period of this relationship.

I understand and agree that I am not an employee of Los Angeles County's Department of Children and Family Services for any purpose and that I do not have any, and will not acquire any, rights or benefits from the County of Los Angeles pursuant to any agreement between the foster family agency certifying my home and the County of Los Angeles, unless I have obtained a signed written waiver to this prohibition from the DCFS Director, or delegate, for purposes of entering into a fast-adopt plan of action.

Please Note: The Certified Foster Parent Confidentiality Agreement is on the reverse side of this page or attached to it. Both pages of this document must be reviewed, signed and in the foster family agency's Foster Care Agreement with the County.

## CERTIFIED FOSTER PARENT CONFIDENTIALITY AGREEMENT

As a certified foster parent of \_\_\_\_\_ involved with work pertaining to County services, I may have access to confidential data pertaining to clients of the Department of Children and Family Services (DCFS). All clients of DCFS are assured that information that they give is confidential. Names, addresses and all other information concerning the circumstances of any individual for whom or about whom information is obtained are confidential. This is true of all information whether written or oral.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses or any other identifying information of applicants, clients, foster parents or birth parents ever be discussed. I will not read narratives, letters, documents or other information except as necessary in the performance of my duties. In the event that I find that I am assigned work in connection with a family or a client known to me, it is my responsibility to ask that work on that particular case be transferred.

I hereby agree that I will not divulge to any unauthorized person any information obtained while performing work pursuant to the Agreement between \_\_\_\_\_ and the County of Los Angeles.

I agree to refer all requests for the release of information received by me to the Foster Family Agency certifying my home.

I agree to report any and all violations of the above by any other person and myself to the Foster Family Agency certifying my home and I agree to ensure that the Foster Family Agency certifying my home reports such violations to the County of Los Angeles Department of Children and Family Services. I agree to return all materials to the Foster Family Agency certifying my home upon termination of my certification by \_\_\_\_\_ or removal of my last placed child, whichever comes first.

I acknowledge that violation of this Certified Foster Parent Confidentiality Agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Name \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT FORM**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract.  
Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19)

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

**I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.**

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**ATTACHMENT D**

**EXHIBIT U**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES**

**NO**

Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY contract, It will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(    )

(    )

OR

Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

(    )

(    )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

ADMINISTRATION OF CONTRACT  
COUNTY’S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

COUNTY PROGRAM DIRECTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

COUNTY PROGRAM MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

COUNTY CONTRACT PROGRAM MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT F****EXHIBIT W****SERVICE DELIVERY SITES****Foster Family Agency Administrative Office/Headquarters**

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: (   )
			F: (   )

**Licensed Foster Family Agency Facilities Included in this Agreement**

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P)
			Fax (F)
			P: (   )
			F: (   )
			P: (   )
			F: (   )
			P: (   )
			F: (   )

## FOSTER FAMILY AGENCIES

1. A-W Friendship Homes, Inc.
2. Alpha Treatment Centers
3. **America Care Foster Family Agency \***
4. **Beta Foster Care \***
5. **Bienvenidos Children's Center, Inc. \***
6. California Institute of Health and Social Services
7. Childhelp, Inc.
8. ChildNet Youth and Family Services, Inc.
9. Children's Bureau of Southern California
10. **Children's Institute, Inc. \***
11. **Concept 7, Inc. \***
12. Counseling and Research Associates
13. DGI Services, Inc.
14. **David and Margaret Home, Inc. \***
15. Developmental Dynamics Family Services, Inc.
16. Drew Child Development Corporation, Inc.
17. Eastfield Ming Quong, Inc.
18. **Eggleston Youth Centers, Inc. \***
19. **Ettie Lee Homes, Inc. \***
20. **Excel Family Intervention Program \***
21. FamiliesFirst, Inc.
22. **Families for Children Inc. \***
23. Families Uniting Families
24. Family Solutions. Inc.
25. **Five Acres-The Boys' and Girls' Aid Society of LA County \***
26. **Florence Crittenton Services of Orange County, Inc. \***
27. **Fred Jefferson Memorial Home for Boys \***
28. Free to Be Programs
29. Futuro Infantil Hispano F.F.A.
30. **Gay and Lesbian Adolescent Social Services, Inc. (GLASS) \***
31. **Guardians of Love \***
32. Hamburger Home
33. **Hanna's House \***
34. **Hathaway –Sycamores Child and Family Services \***
35. Holy Family Services Adoption and Foster Care
36. **Inner Circle Foster Family Agency, Inc. \***
37. **Institute for Black Parenting \***
38. **Koinonia Foster Homes, Inc. \***
39. **Latino Family Institute, Inc. \***
40. Maryvale
41. **McKinley Children's Center, Inc. \***
42. Moss Beach Homes, Inc.
43. **Ninos Latinos Unidos \***
44. Nuevo Amanecer Latino Children's Services



## FOSTER FAMILY AGENCIES

- 45. **Olive Crest Treatment Centers \***
- 46. **Optimist Boy's Home and Ranch \***
- 47. **Penny Lane Centers \***
- 48. Personal Involvement Center, Inc.
- 49. Psych Med, Inc.
- 50. Rosemary Children's Services
- 51. **Secure Transitions \***
- 52. **Serenity Infant Care Homes, Inc. \***
- 53. **South Bay Bright Future Youth Development \***
- 54. **Southern California Foster Family Agency \***
- 55. **Teens Happy Homes, Inc. \***
- 56. **The Dangerfield Institute of Urban Problems \***
- 57. **The Multicultural Service Center \***
- 58. **The Village Family Services \***
- 59. **Trinity Children and Family Services \***
- 60. **United Care, Inc. \***
- 61. Vista del Mar Child and Family Services
- 62. **Walden Environment \***
- 63. West Covina Foster Family Agency
- 64. Westside Children's Center, Inc.
- 65. Transcendence Children and Family Services
- 66. **Wings of Refuge \***
- 67. Xavier Psychological Testing and Treatment Center, Inc.

**\* Agencies with outstanding overpayment issues.**